



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE



AGREEMENT# IA 507-151
NORTHWEST REGION - CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Washington State Department of Fish and Wildlife hereinafter referred to as the "CONTRACTOR".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **Exhibit "A"** attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed on June 30, 2007, unless terminated sooner as provided herein. Agreement shall automatically expire on June 30, 2007, unless otherwise extended by amendment.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **One Hundred Fifty-Five Thousand, and No/100ths Dollars (\$155,000.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on and in accordance with the following terms.

BILLING PROCEDURE

The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of

the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PARKS. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for CONTRACTOR is: Neil Turner, Engineering and Construction, (360) 902-8361.

The Project Representative for PARKS is: Gunnar Christiansen, Engineering Aide 4, (360) 755-5262.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Washington State Parks and
Recreation Commission**

By: _____

Title: Assistant Director, WSPRC

Date: _____

**Washington State Department of
Fish and Wildlife**

By: _____

Title: _____

Date: _____

Approved As To Form:
Mark Schumock
Asst. Attorney General
02/20/05

Exhibit "A"

Scope of Work

Construction services will be performed by the CONTRACTOR at three PARKS' locations: Bay View, Fort Flagler, and Wallace Falls State Parks. Other PARKS' locations may be added to this contract at a future date. Construction services anticipated include, but are not limited to: site clearing; earthwork; utility installation; foundations; surfacing; landscaping; cabin/yurt assembly; and small building delivery and installation. The following summarizes the anticipated scope of work required at each park location. The scope of work may be modified by the PARKS' Point of Contact per field authorization which will be followed by a contract amendment.

Bay View Scope of Work

Bay View currently has four rustic (one room, no bathroom) Conestoga Cabins in use. PARKS wishes to install two additional deluxe (one room, one bathroom) Conestoga Cabins nearby. Per our building permit, PARKS is also required to perform upgrades to the existing four cabins. PARKS wishes to utilize a WCC crew to assemble the two new cabins. PARKS has reserved their time to perform this assembly during the weeks of December 11 and 18, 2006. The CONTRACTOR needs to perform the necessary site work and install foundations so that the WCC crew can begin to assemble the two new cabins starting December 11. Additional services include utility installation for all six cabins. If necessary, PARKS may request that the CONTRACTOR assist in the assembly of the two new cabins and/or upgrades to the four existing cabins.

Construction services identified to date for Bay View include the following and are to be performed according to Figures 1 through 3, and Plan Sheets 1 through 5.

1. Remove four 24- to 36-inch diameter stumps and one 20-inch tree. Clear approximately 600 square feet of brush.
2. Grade the site according to plan sheets taking care not to damage existing vegetation or trees, and existing sand filter bed. Grade for storm water run off.
3. Construct up to two-foot tall retaining walls for two picnic areas at each of the new cabin locations, and for a new two-space parking area.
4. Move cabin building materials stored at park from current location to construction area.
5. Construct post and beam foundations for the two new cabins.
6. Provide and install 500-gallon concrete septic tank, lift pump, and appurtenances.
7. Provide and install sanitary sewer force main and connect to existing line.
8. Provide and install new electrical panel on existing power pole; and electrical connection to two new cabins and new septic tank.
9. Install two new water lines (potable water and fire suppression) from existing comfort station valve vault to each of the two new cabins, and new water fire suppression lines to the four existing cabins.
10. Provide and install gravel overlay for existing access road, new parking area, and pathways to new cabins.
11. Provide and install concrete and wood ADA ramps and landing areas.
12. If requested, assist in Conestoga Cabins kit assembly work.
13. Install landscaping materials, as needed.

14. Perform minor, miscellaneous site and carpentry finish work, as necessary.

Fort Flagler Scope of Work

PARKS wishes to install four 16-foot diameter yurts (one room, no bathroom) at Fort Flagler in the beach campground area. Three of the yurts are located in existing tent sites. In the future, PARKS wishes to install a 30-foot diameter community yurt nearby. PARKS wishes to utilize a separate crew to assemble the four new yurts. PARKS anticipates receiving building permits by December 31, 2006. The CONTRACTOR needs to perform the necessary site work and install foundations so that the crew can begin to assemble the four new yurts by February 5, 2007. Additional services include electrical utility installation to the four yurts. If necessary, PARKS may request that the CONTRACTOR assist in the assembly of the four new yurts.

Construction services identified to date for Fort Flagler include the following and are to be performed according to Plan Sheets to be provided at a later date.

1. Grub and grade the four new yurt locations taking care not to damage existing vegetation or trees. Grade for storm water run off.
2. Provide and install poured-concrete retaining walls, floor foundations, and entrance pads.
3. Provide and install electrical sub-panel and electrical supply lines for the four new yurt locations, including the capped electrical stub location for the future community yurt. Provide electrical connection to the four yurts.
4. Provide and install water supply lines for water fountain, including capped water stub location for the future community yurt.
5. If requested, assist in yurt kit assembly work.
6. Install landscaping materials, as needed.
7. Perform minor, miscellaneous site and carpentry finish work, as necessary.

Wallace Falls Scope of Work

PARKS wishes to install five park-model cabins (one room, no bathroom) at Wallace Falls in the existing walk-in tent campground area. All five cabins are to be located in existing tent sites. The CONTRACTOR needs to perform the necessary site work and install foundations so that the cabin manufacturer can begin delivery and installation of the five new cabins starting December 18. Additional services include utility installation for all five cabins. If necessary, PARKS may request that the CONTRACTOR assist in the installation of the five new cabins. PARKS also wishes to install a small auxiliary building at the park; however this is not on the same fast track as the cabins, but must be completed on or before February 28, 2007.

Construction services identified to date for Wallace Falls include the following and are to be performed according to Plan Sheets 1 through 10.

1. Cut approximately 60 12- to 22-inch diameter trees (primarily alder) in the campground area to provide pathways for the cabins to be delivered and future protection of the cabins. Buck in 6- to 8-foot lengths, haul and deck logs at an on-site location, chip limbs, and clean up debris.
2. Grade the five new cabin locations taking care not to damage existing vegetation or

- trees. Grade for storm water run off.
3. Provide and install electrical power lines from existing transformer to the five new cabin locations and the auxiliary building location, including the installation of one electrical sub panel for the cabins. Provide electrical connection to the five new cabins and auxiliary building.
 4. Provide and install gravel for access routes and site pads, including temporary ditch crossing/culvert.
 5. Provide and install five cabin foundations, and one auxiliary building foundation.
 6. If requested, assist in cabin installation work.
 7. Provide and install (structural, roof, and finish) exterior covered porches on two of the cabins.
 8. Install landscaping materials, as needed.
 9. Transport and install one auxiliary building.
 10. Perform minor and miscellaneous site, and carpentry finish work, as necessary.

Contract Schedule

Construction services must progress in a timely fashion to allow for PARKS to: 1) begin assembly of two cabins at Bay View State Park on December 11, 2006; 2) begin assembly of four yurts at Fort Flagler State Park on February 5, 2007; and 3) take delivery of the five cabins at Wallace Falls State Park on or before December 18, 2006. The remaining construction services may be completed after December 31, 2006 only on an e-mail approval basis with PARKS' Point of Contact.

Contract Budget

This contract amount will not exceed \$155,000.00. It is anticipated that the budget per park will be approximately as follows: 1) \$65,000 for Bay View State Park; \$40,000 for Fort Flagler State Park; and \$50,000 for Wallace Falls State Park. Costs may exceed individual location budgets as long as the overall contract amount is not exceeded.

The CONTRACTOR will provide construction services on a time-and-materials basis, and will track and invoice all labor fees and expenses by location. Proposed unit rates for services needed under this contract are per attached CONTRACTOR standard rate sheets and/or schedules, and as described below.

Field Services

Construction crew cost rates (per hour/per day)

Standard meal and lodging rates (State per diem rates)

Equipment operation rates (per hour/per day/per mile)

Materials acquisition (State or market rate)

- a. PARKS will require copies of all receipts for materials and/or equipment rentals exceeding \$100 or more. Receipts are required before payment vouchers will be approved for payment.

Management and Administrative Services

Supervision (per hour)
Clerical (per hour)

Point of Contact

The PARKS' Project Representative for this contract is:

Gunnar Christiansen, Engineering Aide 4
Washington State Parks and Recreation Commission
Northwest Region Parks Development Service Center
220 N. Walnut Street
Burlington WA 98233-1138
360-755-5262 x235 (tel.)
360-790-9204 (cell)
360-428-1094 (fax)
Gunnar.Christiansen@parks.wa.gov

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END SCOPE OF WORK